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UNIE VAN SUID-AFRIKA

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All Proclamations, Government and General Notices published for the first time, are indicated by a ✱ in the left-hand upper corner.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

✱ No. 1238.] [12 June 1953.

INDUSTRIAL CONCILIATION ACT, 1937.

MOTOR TRANSPORT UNDERTAKING (GOODS), WITWATERSRAND AND VEREENIGING.

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Transport Undertaking (Goods), shall be binding from the 16th June, 1953, and for the period ending the 15th June, 1957, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 10 (2) (inclusive), 10 (4) to 14 (1) (i) (inclusive), 14 (1) (v) to 16 (inclusive) and 20 to 23 (inclusive) of the said Agreement shall be binding from the 16th June, 1953, and for the period ending the 15th June, 1957, upon the other employers and employees engaged or employed in the said undertaking in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Delmas, Vereeniging and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, as amended, fell within the Magisterial District of Krugersdorp, but excluding the farm Holfontein No. 17; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Delmas, Vereeniging and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, as amended, fell within the Magisterial District of Krugersdorp, but excluding the farm Holfontein No. 17, and from the 16th June, 1953, and for the period ending the 15th June, 1957, the provisions contained in clauses 3 to 10 (2) (inclusive), 10 (4) to 14 (1) (i) (inclusive), 14 (1) (v) to 16 (inclusive) and 21 to 23 (inclusive), of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said undertaking as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

P. O. SAUER,
Acting Minister of Labour.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n ✱ gemerk.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

✱ No. 1238.] [12 Junie 1953.

NYWERHEID-VERSOENINGSWET, 1937.

MOTORVERVOERONDERNEMING (GOEDERE), WITWATERSRAND EN VEREENIGING.

Ek, PAUL OLIVER SAUER, Weernemende Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Motorvervoeronderneming (Goedere) betrekking het, van 16 Junie 1953 en vir die tydperk wat op 15 Junie 1957 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;

(*b*) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 10 (2), 10 (4) tot en met 14 (1) (i), 14 (1) (v) tot en met 16 en 20 tot en met 23 van genoemde Ooreenkoms van 16 Junie 1953 en vir die tydperk wat op 15 Junie 1957 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde onderneming in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Delmas, Vereeniging en daardie deel van die magistraatsdistrik Randfontein wat voor die bekendmaking van Goewermentskennisgewing No. 2546 van 5 Desember 1947, soos gewysig, binne die magistraatsdistrik Krugersdorp geval het, maar uitgesonderd die plaas Holfontein No. 17; en

(*c*) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 10 (2), 10 (4) tot en met 14 (1) (i), 14 (1) (v) tot en met 16 en 21 tot en met 23 van genoemde Ooreenkoms van 16 Junie 1953 en vir die tydperk wat op 15 Junie 1957 eindig, in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Delmas, Vereeniging en daardie deel van die magistraatsdistrik Randfontein wat voor die bekendmaking van Goewermentskennisgewing No. 2546 van 5 Desember 1947, soos gewysig, binne die magistraatsdistrik Krugersdorp geval het, maar uitgesonderd die plaas Holfontein No. 17, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde onderneming wat nie by die woordomskrywing van die uitdrukking „werknemer", vervat in artikel *een* van genoemde Wet, ingesluit is nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS) (WITWATERSRAND).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, as amended, made and entered between the

Motor Transport Owners' Association of South Africa

(hereinafter referred to as the "employers" or the "employers' association"), of the one part, and the

Motor Transport Workers' Union (South Africa)

(hereinafter referred to as the "employees" or the "trade union"), of the other part;

being the parties to the Industrial Council for the Motor Transport Undertaking (Goods) (Witwatersrand).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Delmas, Krugersdorp, Roodepoort, Vereeniging and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, as amended, fell within the Magisterial District of Krugersdorp, but excluding the farm Holfontein No. 17, by all employers and employees engaged in the Motor Transport Undertaking, who are members of the employers' association and the trade union.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section *forty-eight* of the Act, and shall remain in force for four years or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, as amended; any reference to an Act shall include any amendment to such Act and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"Council" means the Industrial Council for the Motor Transport Undertaking (Goods);

"secretary" means the Secretary of the Council;

"casual driver or casual vehicle attendant" means a driver or vehicle attendant who is employed by the same employer on not more than two days in any one week;

"driver" shall, in respect of a motor vehicle, refer to the person having control of the steering apparatus thereof, and who may in addition perform one or more of the following duties:—

(1) Upon taking charge of any vehicle, examine and correct tyre pressures, oil-levels, fuel, batteries and water levels;

(2) keep vehicles in a well-greased condition generally, tighten nuts and bolts, check and report oil levels in gear boxes and differentials;

(3) pay personal attention to the coupling up of articulated units or trailers;

(4) bear responsibility for the goods on the motor vehicle whilst in charge of such motor vehicle;

(5) check and properly secure all loads before departure from any depot or place; upon delivery or pick-up, enumerate all goods on a delivery or loading slip to be signed by both the driver and the consignee or consignor or despatcher at any depot or place;

(6) report all mechanical or other defects of the vehicle as soon as possible or not later than 24 hours to the employer, his duly accredited representative or any person appointed by the employer to receive such reports; such reports shall be recorded in the log-book herein defined;

(7) supervise and control vehicle attendants herein defined;

(8) under all circumstances have his moving vehicle under proper control;

(9) complete log sheets after the completion of work and hand such log sheets to the employer or his duly designated representative;

(10) be responsible for all running repairs which is defined herein;

"essential services" means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay and work essential for the maintenance of light, power, water, sanitary and telephone services, the transportation of machinery or any other thing to prevent any serious dislocation in any trade, industry or undertaking, including transportation for the South African Police or purposes of national defence;

"hourly rate" shall mean the weekly wage divided by 48;

BYLAE.

NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE) (WITWATERSRAND).

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, soos gewysig, aangegaan deur die

„Motor Transport Owners' Association of South Africa"

(hierna die „werkgewers" of die „werkgewersorganisasie" genoem), aan die een kant, en die

„Motor Transport Workers' Union (South Africa)"

(hierna die „werknemers" of die „vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Motorvervoeronderneming (Goedere) (Witwatersrand).

1. TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms moet in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Vereeniging en daardie gedeelte van die magistraatsdistrik Randfontein, wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947, soos gewysig, binne die magistraatsdistrik Krugersdorp geval het, maar met uitsluiting van die plaas Holfontein No. 17, nagekom word deur alle werkgewers en werknemers wat in die motorvervoerbedryf werksaam is en lede is van die werkgewersorganisasie en die vakvereniging.

2. OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister kragtens artikel *agt-en-veertig* van die Wet vasgestel word en bly vir vier jaar van krag of vir 'n termyn wat die Minister mag vasstel.

3. WOORDBEPALINGS.

Uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheids-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in die Wet, soos gewysig; verwysings na 'n wet sluit wysigings daarvan in en tensy 'n ander bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; verder, tensy strydig met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„Raad", die Nywerheidsraad vir die Motorvervoeronderneming (Goedere);

„sekretaris", die sekretaris van die Raad;

„los bestuurder" of „los voertuigbediende", 'n bestuurder of voertuigbediende wat hoogstens twee dae in 'n week by dieselfde werkgewer in diens is;

„bestuurder", met betrekking tot 'n motorvoertuig, die persoon wat oor die stuurtoestel daarvan beheer het en wat buitendien een of meer van die volgende werksaamhede kan verrig:—

(1) Wanneer hy beheer oor 'n voertuig aanvaar, die lugdruk in die bande, die oliepeil, brandstof-, battery- en waterpeil nagaan en regmaak;

(2) voertuie algemeen goed gesmeer hou, moere en boute vasdraai; nagaan van en verslag doen oor die oliepeil in ratkaste en ewenaars;

(3) persoonlike aandag skenk aan die vaskoppel van gekoppelde eenhede of sleepwaens;

(4) vir die goedere op die motorvoertuig verantwoordelikheid dra terwyl in beheer oor dié motorvoertuig;

(5) alle vragte nagaan en behoorlik beveilig voor vertrek van 'n dépôt of plek; by aflewering of afhaal alle goedere aanteken op 'n aflewerings- of laaibrief wat deur beide die bestuurder en die geadresseerde of adresseerder of versender by enige dépôt of plek geteken moet word;

(6) so spoedig moontlik, of binne 24 uur, meganiese of ander foute van die voertuig rapporteer aan die werkgewer, sy gemagtigde verteenwoordiger, of enige persoon wat deur die werkgewer aangestel is om sulke rapporte te ontvang; van sulke rapporte moet in die „logboek" soos hierin bepaal, aantekening gehou word;

(7) toesig en kontrole hou oor voertuigbediendes soos hierin bepaal;

(8) onder alle omstandighede sy bewegende voertuig onder behoorlike beheer hou;

(9) die logblaaie na afloop van die werk invul en aan die werkgewer of sy gemagtigde verteenwoordiger oorhandig;

(10) verantwoordelik wees vir alle onderhoudsherstelwerk soos hierin bepaal;

„onontbeerlike dienste", werk wat weens oorsake soos brand, storm, ongeval, gewelddaad of diefstal sonder versuim verrig moet word en onontbeerlike werk vir die instandhou van lig-, krag-, water-, gesondheids- en telefoondienste; die vervoer van masjinerie of enigiets anders om ernstige ontwrigting van 'n bedryf, nywerheid, of onderneming te voorkom, met inbegrip van vervoer vir die Suid-Afrikaanse Polisie of vir nasionale verdediging;

„uurloon", die weekloon gedeel deur 48;

"hours of work" shall include all periods of the driving of any motor vehicle and any time spent by a driver on other work connected with a motor vehicle in terms of the definitions herein of "driver" and "running repairs", and includes all periods during which a driver is obliged to remain at his post in readiness to work when required to do so;

"log-book" shall mean a book with duplicate pages. The said book is described in clause 13 herein;

"motor vehicle" means a conveyance used for the transportation or haulage of goods and which is propelled by other than human or animal power and includes a tractor, a mechanical horse and a steam wagon;

"Motor Transport Undertaking" means the undertaking in which employers and employees are associated for the transportation of goods for hire or reward by means of motor transport, and shall include all the transport activities of a vehicle for which a motor carrier certificate has been issued;

"probationary period" means the first three months' service as a driver in the Industry with the same employer;

"unladen weight" means the gross unladen weight of any motor vehicle together with its heavier trailer, the weights of which are required to be displayed on the chassis of any vehicle in terms of the Transvaal Motor Vehicle Ordinance, No. 11 of 1934, as amended, or such gross unladen weight which shall be determined by the Council;

"running repairs" means repairs to a vehicle and its component parts which can be effected by the driver and vehicle attendants with the tools normally carried on a vehicle for such purpose, and shall include the changing of wheels, repairs to punctures, external adjustment of brakes, but shall not include major mechanical repairs such as dismantling of engines or such other work usually performed by the skilled artisan known as a mechanic;

„trailer" means any conveyance attached to and hauled by a motor vehicle;

"vehicle attendant" means any employee engaged in the attendance of any motor vehicle and who loads and unloads and accompanies the vehicle on its journeys;

"owner-driver" shall mean a person who is the owner or part owner operator of a motor vehicle and who himself drives the vehicle engaged in transportation of goods for hire or reward;

"wages register" shall refer to the record required to be kept by the employer in terms of section *fifty-seven* (1) of the Industrial Conciliation Act, and shall reflect hours of work, wages, cost of living allowance, bonus, subsistence and deductions of all employees who fall within the jurisdiction of the Council.

4. Wages.

The minimum rates at which wages in respect of ordinary hours of work shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:—

	Per Week. £ s. d.
(1) (*a*) Drivers of motor vehicles other than steam wagons, of—	
(i) unladen weight, excluding weight of trailer, under 10,000 lb.—	
during pobationary period	5 10 0
thereafter	6 10 0
(ii) unladen weight, including unladen weight of heaviest trailer, under 10,000 lb.—	
during probationary period	5 10 0
thereafter	6 10 0
(iii) unladen weight, excluding weight of trailer, 10,000 lb. and over—	
during probationary period	7 0 0
thereafter	8 0 0
(iv) unladen weight, including unladen weight of heaviest trailer, 10,000 lb. and over—	
during probationary period	7 0 0
thereafter	8 0 0
(v) all articulated units—irrespective of weight—	
during probationary period	7 0 0
thereafter	8 0 0
(*b*) Steam wagon, with or without trailer—	
during probationary period	7 0 0
thereafter	8 0 0

(2) *Casual Drivers.*—A casual driver shall be paid in respect of each day or part of a day, not less than one and one-fifth times the weekly wage prescribed in sub-clause (1) for a vehicle with the same unladen weight as that which the casual driver is required to drive, divided by six.

(3) (i) *Vehicle Attendants:* £1. 9s. 6d. per week.

(ii) *Casual Vehicle Attendants.*—A casual vehicle attendant shall be paid in respect of each day or part of a day, not less than one and one-fifth times the weekly wage prescribed in sub-clause (3) (i) divided by six.

(4) Employees shall be paid cost of living allowances equal to those prescribed in War Measure No. 43 of 1942, as amended, or as may be amended.

„werkure", dat alle tydperke van bestuur van 'n motor en alle tyd wat 'n bestuurder aan ander werk in verband met die voertuig bestee, kragtens die bepalings hierin van „bestuurder" en „onderhoudsherstelwerk" inbegrepe is en ook alle tydperke wat 'n bestuurder verplig is om op sy pos te bly in gereedheid vir werk as dit nodig mag wees;

„logboek", 'n boek met blaaie in duplo: genoemde boek word in klousule 13 hiervan beskryf;

„motorvoertuig", 'n voertuig wat vir die vervoer of sleep van goedere gebruik word en wat deur ander as menslike of dierlike krag voortbeweeg word, en sluit 'n trekker, 'n „ponie" en 'n stoomwa in;

„motorvervoeronderneming", 'n onderneming waarin werkgewers en werknemers verbonde is vir die vervoer van goedere deur middel van motortransport teen huur of beloning, en sluit al die vervoerbedrywighede in van 'n voertuig waarvoor 'n motorvervoersertifikaat uitgereik is;

„proeftydperk" die eerste drie maande diens as bestuurder by dieselfde werknemer in die nywerheid;

„gewig sonder vrag", die bruto gewig sonder vrag van enige motor tesaam met sy swaarste sleepwa en hul gewigte moet op die onderstel van enige voertuig vermeld staan ooreenkomstig die bepalings van die Transvaalse Motorvoertuigordonnansie, No. 11 van 1934, soos gewysig, of sulke bruto gewig sonder vrag soos deur die Raad vasgestel word;

„onderhoudsherstellings", herstellings aan 'n voertuig en sy samestellende dele wat deur die bestuurder en voertuigbediendes uitgevoer kan word met die gereedskap wat gewoonlik vir sulke doeleindes op die voertuig saamgeneem word, en dit sluit in die omruil van wiele, lekke heelmaak, aan buitekant remme stel, maar nie vernaame meganiese herstellings soos uitmekaarneem van die motor, of sulke ander werk wat gewoonlik deur 'n geskoolde vakman, wat as 'n werktuigkundige bekendstaan, verrig word nie;

„sleepwa", enige voertuig wat aan 'n motorvoertuig vasgemaak is en daardeur gesleep word;

„voertuigbediende", enige werknemer wat by enige motorvoertuig help en wat laai en aflaai, en met die voertuig op sy reise saamry;

„eienaar-bestuurder", enige werkgewer wat die eienaar, of mede-eienaar-bestuurder van 'n motorvoertuig is en wat self die voertuig bestuur wat vir vervoer van goedere teen huur of beloning gebruik word.

„loonregister", die aantekenings wat kragtens artikel *sewe-en-vyftig* (1) van die Nywerheid-versoeningswet deur die werkgewer gehou moet word en werkure, lone, lewenskostetoelaes, bonusse, onderhoudstoelaes en kortings van al die werknemers wat binne die Raad se regsbevoegdheid val, moet aantoon.

4. Lone.

Die minimum skale waarteen 'n werkgewer elke lid van die ondergenoemde klasse van sy werknemers lone ten opsigte van gewone werkure moet betaal, is as volg:—

	Per week. £ s. d.
(1) (*a*) Bestuurders van motorvoertuie, behalwe stoomwaens, van—	
(i) gewig sonder vrag, sonder gewig van sleepwa, onder 10,000 lb.—	
gedurende proeftydperk	5 10 0
daarna	6 10 0
(ii) gewig sonder vrag, tesaam met gewig sonder vrag van die swaarste sleepwa onder 10,000 lb.—	
gedurende proeftydperk	5 10 0
daarna	6 10 0
(iii) gewig sonder vrag, sonder gewig van sleepwa, 10,000 lb. en meer—	
gedurende proeftydperk	7 0 0
daarna	8 0 0
(iv) gewig sonder vrag, tesaam met gewig sonder vrag van die swaarste sleepwa, 10,000 lb. en meer—	
gedurende proeftydperk	7 0 0
daarna	8 0 0
(v) alle gekoppelde eenhede—afgesien van gewig—	
gedurende proeftydperk	7 0 0
daarna	8 0 0
(*b*) Stoomwa, met of sonder sleepwa—	
gedurende proeftydperk	7 0 0
daarna	8 0 0

(2) *Los bestuurders.*—'n Los bestuurder moet ten opsigte van elke dag of gedeelte van 'n dag minstens een en een-vyfde maal die weekloon soos in subklousule (1) voorgeskryf vir 'n voertuig van dieselfde gewig sonder vrag as wat die los voertuigbestuurder moet bestuur, gedeel deur ses, betaal word.

(3) (i) *Voertuigbediendes.*—£1. 9s. 6d. per week.

(ii) *Los voertuigbediendes.*—'n Los voertuigbediende moet ten opsigte van elke dag of gedeelte van 'n dag minstens een en een-vyfde maal die weekloon soos in subklousule (3) (i) voorgeskryf, gedeel deur ses, betaal word.

(4) Werknemers moet die lewenskostetoelaes betaal word wat in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos dit gewysig mag word, voorgeskryf word.

(5) No employee shall accept wages and/or cost of living allowances less than the relative amounts specified.

(6) An employee who at the date of coming into operation of this agreement was in receipt of a higher wage than that prescribed in the Agreement for the class of work on which he is employed shall continue to receive such higher wage while he is employed by the same employer on the same work.

5. REGISTRATION OF EMPLOYEES AND MOTOR VEHICLES.

(1) (*a*) Each employer or owner-driver shall within one month from the date of the coming into operation of this Agreement, or within one month of commencement of operation, whichever is the later, forward to the Council in the form of Annexure A—

(i) his full name and the name under which his business is conducted, together with his business address;

(ii) the names and addresses of each of his employees, both motor vehicle drivers and vehicle attendants, if any;

(iii) the number of vehicles used in connection with his business, together with the registration number, Road Transportation Carrier Certificate number and the registered unladen weight of each such vehicle.

(*b*) The information required to be furnished in terms of sub-clause (1) (*a*) (iii) shall be supplied to the Council by the employer in respect of each additional vehicle within one month from the date on which such vehicle is brought into operation.

(2) (*a*) Whenever any employer dismisses or engages any employee or whenever any employee leaves the services of any employer such employer shall within 24 hours notify the Council in writing of the following particulars in the form of Annexure B:—

(i) The name and address of such employee;

(ii) the full rate of wages paid or being paid to the employee, and in the case of the dismissal of an employee, the reasons for such dismissal.

(*b*) No employer shall engage any new employee who cannot produce a certificate of service from his previous employer unless such new employee is entering the undertaking for the first time.

(*c*) In the case of new employees the production of an up-to-date union membership card shall be sufficient.

(3) The Council shall register upon information being received from any employer—

(i) each motor vehicle and its unladen weight with the weight of its trailer, together with the name and address of each employee, and notify such employer the rate of wages to be paid in respect of each employee engaged in driving such motor vehicle;

(ii) if the Council has reason to believe that the registered unladen weight is not correctly registered, the Council shall require the owner of such vehicle to present such vehicle, at such place as the Council may decide, for the purpose of ascertaining the correct unladen weight of such vehicle.

6. CONTRACT OF EMPLOYMENT.

(1) Every employee shall be deemed to be a weekly employee and shall be paid not less than the full weekly wage prescribed for his class in clause 4 (1) (i), (ii), (iii), (iv) or (v) and clause 4 (3) (i) of this Agreement whether he has worked the full hours of work or less, and be subject to all other conditions prescribed herein.

(2) *Differential Rates of Wages.*—An employee who is permitted or required to perform work for which a higher rate of wages is prescribed in clause 4 (1) of this Agreement than his usual rate of wages shall be paid such higher rate in respect of the whole day irrespective of the number of hours worked on such work in any one day. A casual employee who is on any day required or permitted to perform work in respect of which different rates of remuneration are prescribed in clause 4 shall be paid the higher or highest rate.

(3) *Calculation of Monthly Wages.*—A monthly wage shall be calculated at four and one-third times the weekly wage prescribed for an employee of his class in clause 4.

(4) *Subsistence Allowance.*—Whenever the work of an employee precludes him from returning to his home for his night's rest he shall be paid, in addition to the wage prescribed in clause 4, a subsistence allowance of not less than:—

(*a*) *Drivers of Motor Vehicles.*

	£	s.	d.
(i) Where it is necessary for the employee to obtain an evening meal and bed	0	17	6
(ii) Where it is necessary for the employee to obtain an evening meal, bed and breakfast	1	1	0
(iii) Where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal	1	5	0

(iv) Such subsistence allowances are to be paid for individual journeys only.

(v) Where the employer provides a bed and a room, 10s. to be deducted, where necessary, from above rates. Subsistence allowances become payable for the evening meal and thereafter as required on the journey.

(5) Geen werknemer mag laer lone en/of lewenskostetoelaes as die betrokke gespesifiseerde bedrae aanneem nie.

(6) 'n Werknemer wat by inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang as wat hierin voorgeskryf word vir sy klas werk, moet die hoër loon bly ontvang solank hy dieselfde werk vir dieselfde werkgewer doen.

5. REGISTRASIE VAN WERKNEMERS EN MOTORVOERTUIE.

(1) (*a*) Elke werkgewer moet binne een maand na inwerkingtreding van hierdie Ooreenkoms, of na gelang van die jongste datum binne een maand na hy met sy werksaamhede begin, in die vorm van Aanhangsel A die volgende inligting aan die Raad stuur:—

(i) Sy naam voluit en die naam waaronder sy besigheid gedryf word, tesaam met sy besigheidsadres.

(ii) Die name en adresse van elkeen van sy werknemers, beide van motorvoertuigbestuurders en voertuigbediendes.

(iii) Die getal voertuie wat in verband met sy besigheid gebruik word, tesaam met die registrasienommer, die nommer van die padmotorvervoersertifikaat, en die geregistreerde gewig sonder vrag van elke voertuig.

(*b*) Die vereiste inligting wat kragtens subklousule (1) (*a*) (iii) verstrek moet word, moet deur die werkgewer ten opsigte van elke bykomende voertuig binne een maand na die datum waarop dit in bedryf geneem is, aan die Raad verstrek word.

(2) (*a*) Wanneer 'n werkgewer 'n werknemer in diens neem of ontslaan, of wanneer 'n werknemer 'n werkgewer se diens verlaat, moet die werkgewer binne 24 uur die Raad van die volgende besonderhede skriftelik in kennis stel in die vorm van Aanhangsel B:—

(i) Die naam en adres van die werknemer.

(ii) Die volle loonskaal waarteen die werknemer betaal is of word, en in die geval van ontslag van 'n werknemer die redes vir ontslag.

(*b*) Geen werkgewer mag 'n nuwe werknemer in diens neem wat nie 'n dienssertifikaat van sy vorige werkgewer kan voorlê nie, tensy die werknemer vir die eerstemaal in die bedryf gaan werk.

(*c*) In die geval van nuwe werknemers is die voorlegging van n geldige lidmaatskapkaart van die vakvereniging voldoende.

(3) Die Raad moet ooreenkomstig die inligting deur 'n werkgewer verstrek die volgende registreer:—

(i) Elke motorvoertuig en sy gewig sonder vrag tesaam met die gewig van sy sleepwaens, tesaam met die naam en adres van elke werknemer en moet die werkgewer in kennis stel van die loonskale wat aan elke werknemer wat so 'n motorvoertuig bestuur, betaal moet word.

(ii) As die Raad rede het om te veronderstel dat die geregistreerde gewig sonder vrag nie juis is nie, moet die Raad van die eienaar vereis om op 'n plek wat deur die Raad vasgestel word, die voertuig voor te bring om die gewig sonder vrag daarvan vas te stel.

6. DIENSKONTRAK.

(1) Elke werknemer moet beskou word as 'n werknemer by die week en moet minstens die volle weekloon soos vir sy klas in klousule 4 (1) (i), (ii), (iii), (iv) of (v) en klousule 4 (3) (i) van hierdie Ooreenkoms voorgeskryf, betaal word of hy die volle getal ure of minder gewerk het, en is onderworpe aan alle ander diensvoorwaardes soos hierin voorgeskryf.

(2) *Verskillende loonskale.*—'n Werknemer wat verplig of toegelaat word om werk te verrig waarvoor in klousule 4 (1) van hierdie Ooreenkoms 'n hoër loonskaal as sy gewone loonskaal voorgeskryf word, moet ten opsigte van die hele dag teen die hoër skaal betaal word afgesien van die getal ure wat hy op enige dag aan sulke werk bestee het. 'n Los werknemer wat verplig of toegelaat word om op enige dag werk te verrig waarvoor in klousule 4 verskillende skale van besoldiging voorgeskryf word, moet teen die hoër of hoogste skaal betaal word.

(3) *Berekening van maandloon.*—Maandloon moet bereken word teen vier en een-derdemaal die weekloon wat vir 'n werknemer van sy klas in klousule 4 voorgeskryf word.

(4) *Onderhoudstoelae.*—Wanneer 'n werknemer deur sy werk verhinder word om vir sy nagrus huistoe te gaan, moet hy boonop die loon soos voorgeskryf in klousule 4, 'n onderhoudstoelae betaal word van minstens:—

(*a*) *Motorvoertuigbestuurders.*

(i) As dit vir 'n werknemer nodig is om aandete en bed te verkry: 17s. 6d.

(ii) As dit vir 'n werknemer nodig is om aandete, bed en ontbyt te verkry: £1. 1s.

(iii) As dit vir 'n werknemer nodig is om ontbyt, middagete, aandete en bed te verkry: £1. 5s.

(iv) Hierdie onderhoudstoelaes moet slegs vir afsonderlike reise betaal word.

(v) Wanneer die werkgewer 'n bed en kamer verstrek, moet waar nodig, 10s. van bogenoemde skale afgetrek word. Onderhoudstoelaes word betaalbaar vir die aandmaaltyd en daarna soos vereis vir die reis.

(*b*) *Vehicle Attendants.*

	£	s.	d.
(i) Where it is necessary for an attendant to obtain an evening meal and bed	0	2	6
(ii) Where it is necessary for an attendant to obtain an evening meal, bed and breakfast	0	3	6
(iii) Where it is necessary for an attendant to obtain breakfast, midday meal, evening meal and a bed	0	5	6

(5) *Board and Lodging.*—When an employee agrees or is required under the Native (Urban Areas) Consolidation Act, 1945, as amended, to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.			*Per Month.*		
	£	s.	d.	£	s.	d.
(i) Board	0	3	0	0	13	0
(ii) Lodging	0	2	0	0	8	8
(iii) Board and lodging	0	5	0	1	1	8

(6) *Incentive Work.*—(*a*) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4, an employer may base an employee's remuneration on the quantity or output of work done; provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in paragraphs (*b*) and (*c*) hereunder.

(*b*) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which may agree upon the terms of any such scheme.

(*c*) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the committee shall be reduced to writing and be signed by the members of the committee, and shall not be varied by the committee or terminated by either parties unless the party wishing to vary or terminate the agreement has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an agreement.

7. PAYMENT OF WAGES.

(1) *Employees Other than Casual Employees.*—Wages or any other earnings, overtime payments and the statutory cost of living allowances shall be paid weekly in cash not later than Friday or on the termination of service and not later than 20 minutes after completion of the day's work; provided an employer may, with the consent of the Council and upon agreement of the employee, pay the wages due monthly on the last working day of the month.

(2) *Casual Employees.*—A casual employee shall be paid his earnings in cash on termination of his contract of employment.

(3) *Method of Payment.*—All wages and earnings shall be paid weekly in cash and handed to the employee in a sealed envelope, setting out thereon the full particulars as per Annexure F. All queries regarding particulars on the envelope or of the amount enclosed must be made immediately to the person paying out or alternatively to the Council.

(4) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly in respect of the employment or training of any employee.

(5) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(6) *Fines and Deductions.*—An employer shall not levy any fines against any employee, nor shall he make any deduction from his employee's wage or other payment due to such employee other than the following:—

(i) With the written consent of his employee, deduction for holiday, sick, insurance, provident and/or pension funds;
(ii) trade union dues in terms of clause 17 hereof;
(iii) when an employee absents himself from work a deduction proportionate to the period of such absence;
(iv) a deduction of any amount which an employee by any law or any competent court order is required or permitted to make;
(v) any amount sanctioned by the Industrial Council after the consideration by the Council of the merits of the case in respect of the loss and/or damage of any goods in a driver's charge.

(7) *Leave Pay.*—The pay due to an employee in terms of clause 9 (1) shall be paid before the commencement of such annual leave and not later than thirty minutes after the last day's work before the employee proceeds on such leave.

(8) *Sick Leave.*—The wages due to an employee in terms of clause 10 (1) shall be paid on the usual pay day not later than one week after such sick leave has been taken.

(*b*) *Voertuigbediendes.*

(i) As dit vir 'n voertuigbediende nodig is om aandete en bed te verkry: 2s. 6d.
(ii) As dit vir 'n voertuigbediende nodig is om aandete, bed en ontbyt te verkry: 3s. 6d.
(iii) As dit vir 'n voertuigbediende nodig is om ontbyt, middagete, aandete en bed te verkry: 5s. 6d.

(5) *Kos en huisvesting.*—As 'n werknemer toestem, of kragtens die Naturelle (Stadsgebiede) Wysigingswet, 1945, soos gewysig, verplig is om van sy werkgewer kos en/of huisvesting aan te neem, 'n korting van hoogstens die ondergenoemde bedrae:—

	Per week.			*Per maand.*		
	£	s.	d.	£	s.	d.
(i) Kos	0	3	0	0	13	0
(ii) Huisvesting	0	2	0	0	8	8
(iii) Kos en huisvesting	0	5	0	1	1	8

(6) *Aansporingslone.*—(*a*) Met dien verstande dat geen werknemer minder betaal mag word as waartoe hy kragtens klousule 4 geregtig is nie, mag 'n werkgewer sy loon baseer op die hoeveelheid werk gedaan; met dien verstande verder dat so 'n loonstelsel slegs toegelaat word in die vorm van 'n aansporingsloonstelsel waarvan die voorwaardes vasgestel is volgens paragrawe (*b*) en (*c*) hieronder.

(*b*) 'n Werkgewer wat 'n aansporingstelsel wil invoer, moet 'n gesamentlike komitee benoem wat die bestuur en die werknemers verteenwoordig en wat kan besluit oor die voorwaardes van so 'n stelsel.

(*c*) Die voorwaardes van so 'n aansporingstelsel en wysigings daarvan wat die komitee later invoer, moet op skrif gestel en deur die komiteelede onderteken word, en mag nie deur die komitee gewysig of deur een van die partye beëindig word nie tensy daar aan die ander party die kennis gegee is waartoe ooreengekom is toe die stelsel ingevoer is.

7. BETALING VAN LONE.

(1) *Werknemers, behalwe los werknemers.*—Lone, of enige ander verdienste, betaling vir oortyd en die statutêre lewenskostetoelaes moet weekliks in kontant nie later as Vrydag en nie later as 20 minute na die werk gestaak is, of by diensbeëindiging, betaal word nie; met dien verstande dat 'n werkgewer met toestemming van die Raad en na ooreenkoms met sy werknemer, die verskuldigde lone maandeliks op die laaste werkdag van die maand kan betaal.

(2) *Los werknemers.*—'n Los werknemer moet sy verdienste by beëindiging van sy dienskontrak in kontant betaal word.

(3) *Wyse van betaling.*—Alle lone en verdienste moet weekliks in kontant betaal en aan die werknemer oorhandig word in 'n geslote koevert waarop die volle besonderhede soos per Aanhangsel F vermeld word. Alle navrae betreffende die besonderhede op die koevert, of die bedrag wat ingesluit is, moet onmiddellik aan die persoon wat uitbetaal gedoen word, of anders aan die Raad.

(4) *Premies.*—Geen betaling ten opsigte van diensverskaffing aan of opleiding van enige werknemer mag, hetsy regstreeks of onregstreeks, deur 'n werkgewer aangeneem of aan hom betaal word nie.

(5) *Koop van goedere.*—'n Werkgewer kan nie van sy werknemer vereis om van hom of van 'n winkel of persoon wat hy aanwys, te koop nie.

(6) *Boetes en kortings.*—'n Werkgewer kan nie boetes van sy werknemers hef nie, nog enige korting van sy werknemer se loon of ander verskuldigde betaling aftrek nie, behalwe die onderstaande:—

(i) Met skriftelike toestemming van sy werknemer, kortings vir verlof-, siekte-, versekerings-, voorsorg- en/of pensioenfondse;
(ii) vakverenigingsbydraes kragtens klousule 17 hiervan;
(iii) as 'n werknemer van sy werk wegbly, 'n eweredige korting vir die duur van sulke afwesigheid;
(iv) korting van enige bedrag wat 'n werkgewer kragtens 'n wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek;
(v) ten opsigte van die verlies van goedere onder beheer van die voertuigbestuurder, enige bedrag wat die Nywerheidsraad vasstel na oorweging van die saak.

(7) *Verlofbetaling.*—Die betaling wat kragtens klousule 9 (1) aan 'n werknemer verskuldig is, moet betaal word voor die aanvang van sulke verlof en nie later as dertig minute na die laaste dag se werk voor die werknemer met verlof gaan nie.

(8) *Siekteverlof.*—Die loon wat kragtens klousule 10 (1) aan 'n werknemer verskuldig is, moet op die gewone betaaldag en uiters een week na sulke siekteverlof geneem is, betaal word.

8. HOURS OF WORK AND OVERTIME.

(1) *Ordinary Hours of Work.*—(*a*) The wages prescribed in clause (4) are in respect of the ordinary working hours of any employee which shall not exceed—

(i) in the case of an employee, other than a casual employee, 48 in any one week from Monday to Saturday, inclusive, 9 hours per day on Monday to Friday, inclusive, and 3 hours on Saturday; provided that an employee shall not be required to commence work later than 9 a.m. on any one day; and if an employee is required on any day to commence later than 9 a.m., he shall for the purpose of calculating the usual working hours and overtime be deemed to have commenced work at 9 a.m.;

(ii) in the case of a casual employee, 9 hours on any one day.

(*b*) Subject to the provisions of sub-clause (7) all hours of work on any day shall be consecutive.

(2) *Overtime.*—All hours worked in excess of the ordinary hours of work prescribed herein shall be deemed to be overtime.

(3) *Payment of Overtime.*—An employee who works overtime shall be paid for each hour so worked not less than—

(i) in case of a weekly employee, one and a half times the weekly wage prescribed for an employee of his class in clause 4 divided by 48; and

(ii) in the case of a casual employee one and a half times the daily wage prescribed for an employee of his class in clause 4 divided by nine.

(4) *Limitation of Overtime.*—(*a*) An employer shall not require or permit any employee to work overtime for more than—

(i) two hours in any one day;

(ii) nine hours in any one week.

(*b*) *Essential Services.*—The provisions of sub-clause (4) shall not apply during the performance of essential services; provided that an employee so engaged shall be paid, in respect of each hour or part thereof of overtime, in excess of the limitation referred to in sub-clause (4), at not less than the following rates:—

(i) If a weekly employee, double the weekly remuneration prescribed for an employee of his class in clause 4 divided by forty-eight.

(ii) If a casual employee, double the remuneration prescribed for an employee of his class in clause 4 divided by nine.

(*c*) *Calculation of Overtime.*—Overtime in respect of a weekly employee shall be calculated on the basis of the weekly total of overtime worked, and in cases of fractions of an hour the payment shall be *pro rata.*

(*d*) Overtime in respect of a casual employee shall be calculated on the basis of the daily total of overtime worked when any fraction of an hour shall be calculated on a *pro rata* basis.

(5) *Sunday Work and Payment for Sundays.*—(*a*) No work shall be performed on Sundays without prior permission being obtained in terms of clause 15 of this Agreement. Time worked on a Sunday shall not be reckoned as part of the normal hours of work or overtime.

(*b*) Time worked on a Sunday shall be paid for at not less than the following rates for 9 hours worked or less:—

(i) In the case of a weekly employee at double the weekly wage so prescribed for his class divided by six;

(ii) in the case of a casual employee at double the daily rate prescribed for his class in clause 4.

(*c*) Any time worked by an employee in excess of 9 hours on a Sunday shall be paid at double the Sunday rate of wages for his class and such excess shall not exceed two hours on any Sunday.

(6) *Payment for Public Holidays.*—(*a*) No work shall be performed on the public holidays specified in paragraph (*b*), except with prior permission in terms of clause 15 of this Agreement.

(*b*) An employee who works on Good Friday, Day of the Covenant, Christmas Day, Boxing Day and on New Year's Day for 9 hours or less shall be paid not less than—

(i) in the case of a weekly employee, double the weekly wage prescribed for an employee of his class in clause 4 divided by six for each day or part thereof;

(ii) in the case of a casual employee, double the daily wage prescribed for his class for each day or part thereof.

(*c*) Any time worked by an employee in excess of 9 hours on a public holiday prescribed in this sub-clause shall be paid for at not less than double the rate of wages prescribed for his class herein for public holidays and such overtime shall not exceed two hours on any one public holiday.

(7) *Meal Hours.*—An employee shall be allowed one hour for a meal after 5 hours' work during which interval no work shall be performed; provided that if an employer requires any employee to take more than one hour for a meal all time in excess of one hour shall be reckoned as part of the ordinary hours of work.

(8) *Rest Periods.*—No employer shall require or permit an employee to work so that the employee has not at least twelve consecutive hours for rest in any period of twenty-four hours calculated from the time the employee commences work on any day.

8. WERKURE EN OORTYDURE.

(1) *Gewone werkure.*—(*a*) Die lone in klousule 4 voorgeskryf, is ten opsigte van 'n werknemer se gewone werkure wat hoogstens die volgende moet wees:—

(i) In die geval van 'n werknemer, behalwe 'n los werknemer, 48 per week van Maandag tot en met Saterdag; nege uur op vyf dae van die week en drie uur op die sesde dag; met dien verstande dat geen werknemer verplig of toegelaat kan word om op enige dag later as 9 vm. te begin werk nie; en as van enige werknemer vereis word om later as 9 vm. te begin werk, moet dit vir die berekening van die gewone werkure beskou word asof hy om 9 vm. begin werk het;

(ii) in die geval van 'n los werknemer nege uur per dag.

(*b*) Behoudens soos bepaal in subklousule (7), is alle werkure aaneenlopend.

(2) *Oortydure.*—Alle ure wat bo die gewone werkure soos hierin voorgeskryf, gewerk word, moet as oortyd beskou word.

(3) *Betaling vir oortydwerk.*—'n Werknemer wat oortyd werk, moet vir elke uur aldus gewerk minstens die volgende betaal word:—

(i) In die geval van 'n werknemer by die week, anderhalfmaal die weekloon soos vir 'n werknemer van sy klas in klousule 4 voorgeskryf, gedeel deur 48; en

(ii) in die geval van 'n los werknemer anderhalfmaal die dagloon soos vir 'n werknemer van sy klas in klousule 4 voorgeskryf, gedeel deur nege.

(4) *Beperking van oortydwerk.*—(*a*) 'n Werkgewer kan geen werknemer verplig of toelaat om meer as—

(i) twee uur per dag; of

(ii) nege uur per week oortyd te werk nie.

(*b*) *Onontbeerlike dienste.*—Subklousule (4) is nie gedurende die verrigting van onontbeerlike werk van toepassing nie; met dien verstande dat 'n werknemer wat aldus werksaam is, ten opsigte van elke uur of gedeelte van 'n uur bo die beperking wat in subklousule (4) genoem word, minstens die volgende betaal moet word:—

(i) 'n Werknemer by die week, dubbel die weekloon soos vir 'n werknemer van sy klas in klousule 4 voorgeskryf, gedeel deur 48;

(ii) 'n los werknemer, dubbel die besoldiging vir 'n werknemer van sy klas in klousule 4 voorgeskryf, gedeel deur nege.

(*c*) *Berekening van oortydloon.*—Oortydlone ten opsigte van 'n werknemer by die week moet bereken word volgens die weeklikse totaal aan oortyd gewerk, en in die geval van breuke van 'n uur, moet die betaling na verhouding wees.

(*d*) Oortydlone ten opsigte van 'n los werknemer moet bereken word volgens die daaglikse totaal aan oortyd gewerk, en in die geval van 'n breuk van 'n uur moet dit na verhouding bereken word.

(5) *Sondagwerk en betaling vir Sondae.*—(*a*) Op Sondag mag nie sonder voorafgaande toestemming, wat verkry moet word ooreenkomstig klousule 15 van hierdie Ooreenkoms, gewerk word nie. Tyd wat op Sondag gewerk word, word nie as deel van die normale werkure of as oortyd gereken nie.

(*b*) Vir tyd wat op Sondag gewerk word, moet teen minstens die volgende skale vir nege uur, of minder, betaal word:—

(i) In die geval van 'n werknemer by die week teen dubbel die weekloon wat vir sy klas voorgeskryf is, gedeel deur ses;

(ii) in die geval van 'n los werknemer teen dubbel die dagloon wat vir sy klas in klousule 4 voorgeskryf is.

(*c*) Enige tyd wat 'n werknemer vir meer as nege uur op 'n Sondag werk, moet teen dubbel die Sondagse loonskaal vir sy klas betaal word en sulke ekstra tyd moet op geen Sondag meer as twee uur wees nie.

(6) *Betaling vir openbare vakansiedae.*—(*a*) Op die openbare vakansiedae wat in paragraaf (*b*) gespesifiseer word, mag geen werk buiten met voorafgaande toestemming ooreenkomstig klousule 15 van hierdie Ooreenkoms gedoen word nie.

(*b*) 'n Werknemer wat op Goeie-Vrydag, Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag vir nege ure of minder werk, moet minstens die volgende betaal word:—

(i) In die geval van 'n werknemer by die week, dubbel die weekloon soos vir 'n werknemer van sy klas in klousule 4 voorgeskryf, gedeel deur ses, vir elke dag of gedeelte van 'n dag;

(ii) in die geval van 'n los werknemer, dubbel die dagloon soos vir sy klas voorgeskryf vir elke dag of gedeelte van 'n dag.

(*c*) Enige tyd wat 'n werknemer vir meer as nege uur op 'n openbare vakansiedag, soos in hierdie subklousule voorgeskryf, werk, moet teen minstens dubbel die loonskaal hierin vir sy klas vir openbare vakansiedae voorgeskryf, betaal word, en sulke oortyd mag nie meer as twee uur op enige openbare vakansiedag beloop nie.

(7) *Etensure.*—'n Werknemer moet na vyf uur werk een uur vir 'n ete toegestaan word en gedurende sulke onderbrekings mag geen werk verrig word nie. Met dien verstande dat as 'n werkgewer van enige werknemer vereis om langer as een uur vir 'n ete te neem, alle tyd oor een uur as deel van die gewone werkure gereken moet word.

(8) *Ruspose.*—Geen werkgewer kan 'n werknemer verplig of toelaat om op so 'n manier te werk dat hy nie minstens 12 agtereenvolgende ure rus in enige tydperk van 24 uur, gereken van die tyd waarop die werknemer op enige dag begin werk, kan geniet nie.

(9) Owner-drivers shall observe the same hours of work as are prescribed for drivers of vehicles.

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) An employee shall be granted three consecutive weeks' leave on full pay in respect of each year of employment completed with the same employer; provided that—

(i) the period of such leave shall not be concurrent with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912;

(ii) if Good Friday, Day of the Covenant, Christmas Day, Boxing Day or New Year's Day fall within the period of such leave such day shall be added to the said period as a further period of leave of absence with pay; and

(iii) an employer may set off against such period of annual leave any days of occasional leave with full pay granted to his employee at the employee's own request during the twelve months immediately preceding the date on which such employee became entitled to annual leave.

(2) The leave referred to in sub-section (1) shall be granted at a time to be fixed by the employer; provided that—

(i) an employer may require or permit his employee to take his annual leave before the completion of the year of employment to which it relates;

(ii) if such leave has not been granted earlier, it shall be granted within two months of the year of employment to which it relates.

(3) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer, before the completion of such year, shall upon such termination be entitled in respect of each completed month of service to an amount of not less than twelve hours' remuneration, at the rate of remuneration received during each particular month. Such amount due shall be paid by the employer concerned to the Industrial Council within twenty-four hours of termination of employment.

(4) The Industrial Council shall hold all payments received under sub-section (3) until such time as the employee concerned has completed twelve months' employment as specified; provided that should the Council be satisfied that the employee has left the Industry, such accrued leave pay shall be paid over to the employee within seven days of the Council's decision.

(5) An employee who has become entitled to the full period of leave in terms of sub-section (1) and whose employment terminates before such leave has been granted shall, upon such termination, be paid in lieu of such leave the amount referred to in sub-section (1).

(6) *Public Holidays.*—In addition to the leave prescribed in sub-clause (1) an employee shall be entitled to and be granted leave on Good Friday, Day of the Covenant, Christmas Day, Boxing Day and New Year's Day, and shall be paid in respect of each day not less than full pay, and subject to the sanction of the Council an employee may be required to work on any such day.

(7) "Employment" shall be deemed to include any period or periods during which an employee is—

(i) absent on leave in terms of sub-clause (1);

(ii) required to undergo training under the South Africa Defence Act, 1912;

(iii) absent from work on the instructions or at the request of his employer;

(iv) absent on sick leave in terms of clause 10, amounting in the aggregate to not more than ten weeks in any year, and shall be deemed to commence—

(1) in the case of those employees who had before the coming into force of this Agreement become entitled to annual leave in terms of clause 7 of Wage Determination No. 75 or clause 6 of Determination No. 136 as the case may be, or clause 6 of Wage Determination No. 105 from the date on which such employee last became entitled to such leave;

(2) in the case of those employees who were in employment before the coming into force of this Agreement and to whom Wage Determination No. 75, or clause 6 of Determination No. 136 as the case may be, or Wage Determination No. 105 applied, but who had not become entitled to annual leave in terms thereof from the date on which such employment commenced;

(3) in the case of all other employees, from the date the employee enters his employer's service;

provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is for less than thirty days the period of ten weeks referred to in paragraph (7) shall be reduced in proportion to the shorter period of training.

(8) Annual leave and sick leave shall not run concurrently.

10. SICK LEAVE.

(1) A driver who has completed one month's employment with the same employer and who is absent from work through sickness or accident, other than an accident compensable under the Workmen's Compensation Act, 1941, not caused by the employee's own neglect or misconduct, shall be granted sick leave at the rate of one day for each completed calendar month

(9) Eienaar-bestuurders moet dieselfde werkure wat vir voertuigbestuurders voorgeskryf is, nakom.

9. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Aan 'n werknemer moet ten opsigte van elke volle diensjaar by dieselfde werkgewer drie aaneenlopende weke verlof met volle betaling toegestaan word; met dien verstande dat—

(i) die verlof nie met 'n tydperk wanneer 'n werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;

(ii) As Goeie-Vrydag, Geloftedag, Kersdag, Tweede Kersdag of Nuwejaarsdag binne sulke verlof val, dié dag aan genoemde tydperk toegevoeg moet word as 'n verdere tydperk van verlof met betaling; en

(iii) 'n werkgewer enige geleentheidsverlof met volle betaling wat gedurende die 12 maande onmiddellik voor die datum waarop so 'n werknemer op jaarlikse verlof aanspraak gekry het, op die werknemer se eie versoek aan die werknemer toegestaan is, van sulke verlof kan aftrek.

(2) Die verlof wat in subklousule (1) genoem word, moet toegestaan word op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande dat—

(i) 'n werkgewer van sy werknemer kan vereis of hom toelaat om sy jaarlikse verlof voor voltooiing van die diensjaar waarop dit betrekking het, te neem;

(ii) as dié verlof nie eerder toegestaan is nie, dit binne twee maande na die diensjaar waarop dit betrekking het, toegestaan moet word.

(3) 'n Werknemer wie se dienskontrak eindig in die eerste of 'n daaropvolgende jaar diens by dieselfde werkgewer voor voltooiing van die jaar, moet by daardie beëindiging ten opsigte van elke volle maand diens in die jaar minstens twaalf uur se loon betaal word teen die skaal wat tydens die besondere maand van toepassing was. Dié bedrag moet deur die betrokke werkgewer aan die Nywerheidsraad betaal word binne 24 uur na diensbeëindiging.

(4) Die Nywerheidsraad hou alle betalings, kragtens subklousule (3), totdat die betrokke werknemer die vasgestelde twaalf maande diens voltooi het; met dien verstande dat, as die Raad hom daarvan vergewis het dat die werknemer wel die nywerheid verlaat het, hy die opgelope verlofbetaling binne sewe dae na dié besluit aan die werknemer moet betaal.

(5) 'n Werknemer wat op 'n tydperk van verlof kragtens subklousule (1) geregtig geword het en wie se diens eindig voordat dit toegestaan is, moet in plaas van verlof die bedrag betaal word waarna in subklousule (1) verwys word.

(6) *Openbare vakansiedae.*—Boonop die verlof wat in subklousule (1) vorgeskryf word, het 'n werknemer reg op verlof op Goeie-Vrydag, Geloftedag, Kersdag, Tweede Kersdag en Nuwejaarsdag en moet ten opsigte van elke dag minstens vol betaal word en, behoudens die toestemming van die Raad, kan van hom vereis word om op enigeen van daardie dae te werk.

(7) Daar word beskou dat „diens" enige tydperk insluit waarin die werknemer—

(i) met verlof kragtens subklousule (1) afwesig is;

(ii) opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;

(iii) op las of op versoek van sy werkgewer van sy werk afwesig is;

(iv) met siekteverlof kragtens klousule 10 afwesig is, wat tesaam nie meer as tien weke in enige jaar bedra nie, en daar word beskou dat dit begin—

(1) in die geval van werknemers wat voor inwerkingtreding van hierdie Ooreenkoms op jaarlikse verlof kragtens klousule 7 van Loonvasstelling No. 75, klousule 6 van Loonvasstelling No. 136, of klousule 6 van Loonvasstelling No. 105, geregtig geword het, van die datum waarop die werknemer laas op verlof geregtig geword het;

(2) in die geval van werknemers wat voor inwerkingtreding van hierdie Ooreenkoms in diens was en op wie Loonvasstelling No. 75, klousule 6 van Loonvasstelling No. 136, of Loonvasstelling No. 105 van toepassing was, maar wat nog nie op jaarlikse verlof kragtens die bepalings daarvan geregtig geword het nie, van die datum waarop diens begin het;

(3) in die geval van alle ander werknemers, van die datum waarop die werknemer by die werkgewer in diens gekom het.

Met dien verstande dat indien in enige jaar 'n werknemer se tydperk van opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, minder as dertig dae is, die in paragraaf (7) genoemde tydperk diensooreenkomstig verminder moet word.

(8) Jaarlikse verlof en siekteverlof mag nie saamval nie.

10. SIEKTEVERLOF.

(1) 'n Bestuurder wat na eenmaand se diens by dieselfde werkgewer afwesig is weens siekte of ongeluk wat nie kragtens die Ongevallewet, 1941, vergoed word nie en wat nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, moet

of service up to a total of twenty-four days' sick leave for twenty-four months' continuous service in the Industry; provided that—

(i) after the completion of two years' service, the driver shall receive in cash twelve days' pay, less any sick period actually taken and paid for during the first twelve months of his employment, and in respect of the second twelve months, twelve days available for sick leave purposes shall be placed to his credit, less any sick leave period actually taken, and paid for during the second twelve months, thereafter, at the end of each succeeding twelve month peirod, the driver shall receive, in cash, the payment for the unused sick leave for the first twelve months of each period of twenty-four months' service;

(ii) no sick leave taken by a driver and claimed need be paid for, unless a medical certificate is produced;

(iii) all employers shall, unless granted an exemption by the Council, pay into a sick leave fund of the Industrial Council, not later than the 15th day of each month following, one day's pay for each driver employed during the preceding month, details of such payments to be specified on form Annexure D;

(iv) the Council will, upon satisfactory evidence, pay the drivers all sick leave payments and/or cash bonuses as and when they become due;

(v) (*a*) all moneys paid into the sick leave fund shall be deposited in a special account to be opened in the name of the fund at a bank and/or an institution approved by the Council;

(*b*) any moneys belonging to the fund may be invested by the Council from time to time in Government securities or on fixed deposit or on call with a bank or registered building society; provided that sufficient money is kept in such liquid form as will enable the Council to meet the fund's liabilities immediately it is called upon to do so. Any interest derived from such investments shall accrue to the fund and may be used for the purpose of meeting the expenses of the fund;

(*c*) all payments from the fund shall be by cheque on the fund's account. Such cheques shall be signed by two persons duly authorised thereto by the Council;

(vi) an auditor or auditors, whose remuneration shall be fixed by the Council, shall be appointed annually by the Council. The auditor or auditors shall audit the accounts of the sick leave fund at least once annually and not later than the 31st August in each year prepare a statement showing—

(*a*) all moneys received—

(i) in terms of sub-sections (1) (iii) and (1) (v) (*b*) hereof;

(ii) from other sources (if any); and

(*b*) expenditure incurred under all headings, during the 12 months ended the 31st May, preceding, together with a balance sheet showing the assets and liabilities of the fund as at that date. The audited statement and balance sheet countersigned by the chairman of the Council, shall thereafter lie for inspection at the office of the Council and true coppies thereof shall be transmitted to the Secretary for Labour, Pretoria;

(vii) (*a*) should this Agreement expire through effluxion of time or for any other reason, the sick leave fund shall continue to be administered by the Council until liquidated or transferred by the Council to any other fund established for the same purpose as that for which the sick leave fund was created;

(*b*) in the event of the dissolution of the Council or in the event of it ceasing to function, during the currency of this Agreement, the Minister may appoint a committee consisting of an equal number of representatives of employers and employees in the Industry for the purpose of administering the fund. Any vacancies occuring on the committee may be filled by the Minister from amongst employers or employees in the Industry, as the case may be. Where the committee is unable or unwilling to discharge its duties the Minister may appoint a trustee or trustees to administer the fund. The committee or trustees so appointed shall have the powers vested in the Council for the purpose of this section. Upon the expiration of the Agreement the fund shall be liquidated and any unexpended amount disposed of in accordance with sub-paragraph (*c*) of this paragraph;

(*c*) upon liquidation of the fund in terms of sub-paragraph (*a*) or (*b*) of this paragraph the moneys remaining to the credit of the fund shall, after payment of all claims against the fund, including administration and liquidation expenses, be paid into the funds of the Council and if upon such liquidation the affairs of the Council have already been wound up and its assets distributed, the moneys remaining to the credit of the fund shall be distributed in terms of section *thirty-four* (4) of the Act as if it formed part of the general funds of the Council.

een dag siekteverlof toegestaan word vir elke volle kalendermaand diens, tot 'n totaal van 24 dae siekteverlof vir 24 maande onafgebroke diens in die nywerheid; met dien verstande dat—

(i) na twee volle jaar diens die bestuurder twaalf dae se loon in kontant moet ontvang, min siekteverlof wat werklik geneem en voor betaal is gedurende die eerste twaalf maande, en ten opsigte van die tweede twaalf maande moet twaalf dae siekteverlof, min dié wat reeds geneem is, op sy naam geplaas word. Daarna moet die bestuurder aan die end van elke 12 maande in kontant betaal word vir die ongebruikte siekteverlof van die eerste 12 van elke tydperk van 24 maande diens;

(ii) 'n bestuurder hoef nie vir siekteverlof betaal te word nie tensy hy 'n mediese sertifikaat voorlê;

(iii) Tensy die Raad vrystelling verleen, moet alle werkgewers voor of op die 15de dag van elke maand een dag se betaling aan die siekteverloffonds van die Nywerheidsraad betaal ten opsigte van elke bestuurder wat gedurende die vorige maand by hom in diens was, en besonderhede van dié betalings moet in die vorm van Aanhangsel D aangegee word;

(iv) nadat bevredigende bewys gelewer is, betaal die Raad aan bestuurders hulle siekteverlofbetalings en/of kontantbonusse wanneer hulle verskuldig word.

(v) (*a*) Geld in die siekteverloffonds moet op naam van die fonds gestort word in 'n spesiale rekening by 'n bank of inrigting wat die Raad goedkeur.

(*b*) Fondsgelde kan van tyd tot tyd deur die Raad belê word in staatsekuriteite of in 'n opvraagbare of vaste rekening by 'n bank of geregistreerde bougenootskap; met dien verstande dat genoeg kontant voorhande gehou moet word om onmiddellik aan opvragings te voldoen. Rente op sulke beleggings behoort aan die fonds en kan gebruik word om die fonds se koste te dek.

(*c*) Betalings uit die fonds moet per tjek uit die fonds se rekening geskied. Sulke tjeks moet onderteken word deur twee persone wat deur die Raad daartoe gemagtig is.

(vi) Die Raad moet jaarliks 'n ouditeur of ouditeurs aanstel teen die besoldiging wat hulle vasstel. Die ouditeur of ouditeurs moet die siekteverloffonds se rekenings minstens eenmaal per jaar ouditeer voor of op die 31ste Augustus, en moet 'n verklaring opstel wat die volgende aangee:—

(*a*) ontvange gelde—

(i) ingevolge subklousules (1) (iii) en (1) (v) (*b*) hiervan;

(ii) uit ander bronne (as daar is); en

(*b*) onkoste onder alle hoofde gedurende die 12 maande wat die vorige 31ste Mei geëindig het, asook 'n balansstaat van die fonds se bates en laste op dié datum. Die geouditeerde verklaring en balansstaat moet daarna deur die Voorsitter van die Raad medeonderteken word en moet ter insae lê by die Raad se kantoor, en ware afskrifte daarvan moet gestuur word aan die Sekretaris van Arbeid, Pretoria.

(vii) (*a*) Indien hierdie Ooreenkoms weens tydsverloop of enige ander rede verstryk, moet die siekteverloffonds deur die Raad geadministreer word tot likwidasie of totdat dit deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel as die oue bestem is.

(*b*) Indien die Raad uit werking tree of ontbind word, gedurende die geldigheid van hierdie Ooreenkoms, kan die Minister 'n komitee benoem om die fonds te administreer, waarop werkgewers en werknemers in die nywerheid gelyk verteenwoordig word. Vakatures op die komitee kan deur die Minister gevul word uit werkgewers of werknemers, na gelang van die geval. Indien die komitee sy pligte nie kan of wil nakom nie, kan die Minister 'n kurator of kuratore benoem om die fonds te administreer. Hierdie komitee of kuratore het vir die toepassing van hierdie klousule die bevoegdhede van die Raad. By verstryking van die Ooreenkoms moet die fonds gelikwideer en oorblywende gelde daarin volgens subparagraaf (*c*) hieronder bestee word.

(*c*) By likwidasie van die fonds volgens subparagraaf (*a*) of (*b*) hiervan moet die gelde wat in die fonds oorbly, na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiekoste, in die Raadsfondse inbetaal word, en as die Raad se sake by hierdie stadium reeds beredder en sy bates verdeel is, moet die oorblywende gelde in die fonds verdeel word ooreenkomstig artikel *vier-en-dertig* (4) van die Wet, asof dit deel van die Raad se algemene fonds gevorm het.

(2) A vehicle attendant who has completed one month's employment with the same employer and who is absent from work through sickness or accident other than an accident compensable under the Workmen's Compensation Act, 1941, not caused by the employee's own neglect or misconduct, shall be granted sick leave not exceeding twelve working days in the aggregate in any one year of employment and shall be paid in respect of each day thereof an amount not less than the amount he would have received had he worked during that period; provided that an employer may require such vehicle attendant to produce a medical certificate in respect of an absence of more than one day for which sick pay is claimed. Where such vehicle attendant is claiming sick pay for one day's absence, and a medical certificate is demanded in support of such claim, the cost thereof must be borne by the employer concerned.

(3) An agent appointed under clause 19 shall on instruction of the Council investigate the cause of any employee's absence from work.

(4) For the purpose of this clause the expression "employment" shall have the same meaning as in clause 9 (7).

11. UNIFORMS.

An employer who requires his employees to wear a uniform shall provide and launder or clean the same free of charge and it shall remain the property of the employer.

12. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee furnish such employee with a certificate of service in the form of Annexure C, showing the full name of the employer and of the employee, the date of commencement of the contract of employment, the date of termination thereof and the rate of remuneration at the date of such termination. A copy of this certificate shall be lodged with the secretary of the Council within three days after termination of contract of employment.

13. LOG-BOOK.

Particulars to be filled in as they occur.

(1) Every employer shall provide a log-book with duplicate folios for the use of each driver in his employ or for himself if he is the owner-driver of the vehicle, in the following form:—

Date.....

(Delete whichever term does not apply.)

Name of employer or owner-driver.....
Name of driver.....
Daily or weekly wage rate.....
Name and identification number of vehicle attendant(s).....
.....
Vehicle, registration number and trailer.....
Unladen weight (vehicle and trailers combined).....
Time of starting work.....
Time of finishing work.....
Number of ordinary hours worked.....
Number of overtime hours worked.....
Meal hours from.....a.m./p.m. to.....a.m./p.m.
Mileage covered: Commenced.....end..... Total.....
Breakdowns, accidents, defects and other delays.....
.....
.....
Signature of Driver.

I, the undersigned, certify that I have carried out the provisions of clause 3 of the Industrial Agreement in respect of "driver".

.....
Signature of Driver.

The driver of the above-mentioned vehicle has been instructed by me to take the vehicle on the road in spite of defects reported/the defects have been rectified (delete whichever does not apply).

.....
Signature of employer or duly authorised representative.

Date..... Capacity.....

(2) Every driver or owner-driver, unless precluded from doing so by sickness or other unavoidable cause, shall keep the daily log-book in duplicate, in the form prescribed in respect of each day's work.

(3) Every driver shall after completion of the day's work to which it relates deliver a duplicate copy of the log-book record for that day to his employer.

(4) Duplicates of the daily log-book shall be retained by the employer or owner-driver, as the case may be, for a period of two years subsequent to the date of its completion.

(5) Once a defect has been entered by a driver in the log-book it shall be incumbent upon the employer or his duly accredited representative to enter his authority in the log-book for the further use of the vehicle.

(6) Log-book must be in possession of the driver whilst in charge of his vehicle and particulars must be recorded as they occur.

14. BASIS OF CONTRACT OF EMPLOYMENT AND TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) *Engagement of Employees.*—(i) Employees shall be bound by the provisions of this Agreement and shall be subject to the jurisdiction of the Council.

(2) 'n Voertuigbediende wat na een volle maand diens by dieselfde werkgewer van sy werk afwesig is weens siekte of ongeluk wat nie ingevolge die Ongevallewet, 1941, vergoed en nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, moet altesaam hoogstens twaalf werkdae siekteverlof per diensjaar toegestaan en ten opsigte daarvan minstens dieselfde loon betaal word asof hy gedurende die tydperk gewerk het; met dien verstande dat die werkgewer van hom kan vereis om 'n doktersertifikaat voor te lê vir 'n afwesigheid van meer as een dag waarvoor siektebetaling aangevra word. Wanneer 'n doktersertifikaat geëis word vir 'n afwesigheid van een dag waarvoor siektebetaling geëis word, moet die werkgewer self die koste daarvan betaal.

(3) 'n Agent, ingevolge klousule 19 benoem, moet, in opdrag van die Raad, ondersoek instel na 'n werknemer se afwesigheid van die werk.

(4) Vir die toepassing van hierdie klousule het die uitdrukking „diens" dieselfde betekenis as in klousule 9 (7).

11. UNIFORMS.

'n Werkgewer wat van sy werknemers vereis om 'n uniform te dra, moet dit kosteloos verstrek, was, of skoonmaak en dit bly die werkgewer se eiendom.

12. DIENSSERTIFIKAAT.

'n Werkgewer moet by beëindiging van die dienskontrak aan enige van sy werknemers, behalwe 'n los werknemer, 'n diensertifikaat in die vorm van Aanhangsel C uitreik, wat die volle name van die werkgewer en van die werknemer, die datum van aanvang van die dienskontrak en die datum van beëindiging daarvan en die skaal van besoldiging op die datum van beëindiging aangee. 'n Afskrif van hierdie sertifikaat moet binne drie dae na beëindiging van die dienskontrak by die Sekretaris van die Raad ingedien word.

13. LOGBOEK.

Besonderhede moet ingevul word soos hulle voorkom.

(1) Elke werkgewer moet vir die gebruik van elke voertuigbestuurder in sy diens, of van homself as hy die eienaar-bestuurder van die voertuig is, 'n logboek met duplikaatblaaie in die volgende vorm verskaf:—

.....Datum.

(Skrap wat nie van toepassing is nie.)

Naam van werkgewer of werkgewerbestuurder.....
Naam van bestuurder.....
Daaglikse of weeklikse loonskaal.....
Naam en identifikasienommer van voertuigbediende(s).....
Voertuig, registrasienommer en sleepwa.....
Gewig sonder vrag (voertuig en sleepwaens saam).....
Begintyd van werk.....
Stakingstyd van werk.....
Getal gewone ure gewerk.....
Getal oortydure gewerk.....
Etensure van.....vm./nm. tot.....vm./nm.
Mylafstand gereis—Begin.....einde..... totaal.....
Onklaarrakings, ongevalle, gebreke en ander vertragings.....
.....
Handtekening van voertuigbestuurder.

Ek, die ondergetekende, sertifiseer dat ek die bepalings van klousule 3 van die Nywerheidsraadooreenkoms met betrekking tot „bestuurder" nagekom het.

.....
Handtekening van voertuigbestuurder.

Die bestuurder van die bogenoemde voertuig het van my opdrag gekry om met die voertuig te ry *ondanks die gerapporteerde gebrek/die gebreke is herstel* (skrap wat nie van toepassing is nie).

.....
Handtekening van werkgewer, of behoorlike gemagtigde verteenwoordiger.

Datum..... Hoedanigheid.....

(2) Elke bestuurder of eienaarbestuurder moet ten opsigte van elke dag se werk die daaglikse logboek in tweevoud invul in die vorm soos voorgeskryf, tensy hy deur siekte of ander onvermydelike oorsaak verhinder is.

(3) Elke bestuurder moet na voltooiing van die dag se werk 'n duplikaat van die logboekaantekening wat op daardie dag betrekking het, aan sy werkgewer aflewer.

(4) Die werkgewer of, na gelang van die geval, die eienaarbestuurder, moet die duplikate van die daaglikse logboek vir twee jaar na invulling bewaar.

(5) As 'n defek eenmaal deur 'n voertuigbestuurder in die logboek aangeteken is, is die werkgewer of sy behoorlik gevolmagtigde verteenwoordiger verplig om sy magtiging vir verdere gebruik van die voertuig in die logboek aan te teken.

(6) Die logboek moet in die bestuurder se besit wees terwyl hy in beheer van die voertuig is en besonderhede moet aangeteken word wanneer hulle voorval.

14. BASIS VAN DIENSKONTRAK EN DIENSBEËINDIGING.

(1) *Indiensneming van werknemers.*—(i) Werknemers is deur hierdie Ooreenkoms gebonde en is aan die regsbevoegdheid van die Raad onderworpe.

(ii) Every driver shall produce to his employer on the date of coming into operation of this Agreement or as soon thereafter as possible, but not later than one month or upon engagement, his membership card of the trade union showing that the driver is a bona fide member of the trade union and that he is in financial standing with the said union.

(iii) Subject to sub-clause (1) (ii) of this clause every employer shall engage only those drivers who are members of the trade union.

(iv) Every driver who is a member of the trade union shall only accept employment from an employer who is a member of the employers' association.

(v) No driver shall be required by his employer to load or off-load goods.

(vi) The provisions of this section shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation.

(2) *Termination of Contract of Employment.*—(i) An employer or his employee, other than a casual employee, shall give not less than one week's notice in writing (as per Annexure G) to terminate the contract of employment or shall pay or forfeit in lieu thereof an amount equal to the weekly remuneration which the employee was receiving during the week immediately preceding the termination of the contract of employment; provided that this shall not affect—

(*a*) the right of an employer or employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;

(*b*) any agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week; provided further that if an agreement has been entered into in terms of paragraph (*b*) the payment or forfeiture in lieu of notice shall be proportionate to the period of the notice agreed upon.

(ii) Neither annual leave nor sick leave and notice shall run concurrently.

15. Exemptions by Industrial Council.

(1) Upon application to it the Council may, on good cause shown, exempt any party to this Agreement from observing any provisions of this Agreement; provided that any person who may be adversely affected by any exemption shall have the right to lodge with the Council any objection in writing within three days before such application is heard or an application for review of the Council's decision shall be lodged within seven days after the decision of the Council has been published.

(2) The Council shall fix in respect of any person who has been granted an exemption, in terms of clause 15 (1), the conditions subject to which such exemptions shall operate, and provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any exemption licence, whether or not the period for which exemption was granted has expired.

(3) The Council shall issue to every person who has been granted an exemption a licence, which shall be signed by the chairman and the secretary of the Council, a certificate in the following terms:—

(i) The full name of the person concerned;
(ii) trade name;
(iii) the provisions of the Agreement for which exemption is granted;
(iv) the period for which the exemption shall operate;
(v) date of issue;
(vi) the conditions of the exemption granted.

(4) The Secretary of the Council shall—

(i) retain a copy of the licence issued and number each licence consecutively;
(ii) forward to the employer a copy of a licence issued to an employee.

(5) The person to whom a licence has been issued shall display such licence in a conspicuous place on his business premises.

16. The Expenses of the Council.

The expenses of the Council shall be met in the following manner:—

(i) 1s. 3d. per week shall be deducted by all employers from the wages of each driver, other than casual drivers, employed. To the amount so deducted all employers shall add a like amount and forward the total amount so deducted and added to, not later than the 15th day of each month, to the Secretary of the Council, 210/215 Portland Place, 37 Jorissen Street, Braamfontein, Johannesburg; and

(ii) 1d. per week shall be deducted by all employers from the wages of each vehicle attendant, other than a casual vehicle attendant employed. To the amount so deducted all employers shall add a like amount, and forward the total amount so deducted and added to, not later than the 15th day of each month to the Secretary of the Council, 210/215 Portland Place, 37 Jorissen Street, Braamfontein, Johannesburg; and

(ii) Elke bestuurder moet by inwerkingtreding van hierdie Ooreenkoms, of so spoedig soos moontlik maar uiters een maand later, of by indiensneming, aan sy werkgewer sy lidmaatskapkaart van die vakvereniging toon wat vermeld dat die werknemer 'n *bona fide* lid van die vakvereniging is en 'n skoon rekening by die genoemde vakvereniging het.

(iii) Behoudens subklousule (1) (ii) van hierdie klousule, moet elke werkgewer slegs dié bestuurders in diens neem wat lid van die vakvereniging is.

(iv) Elke bestuurder wat lid van die vakvereniging is, moet slegs by 'n werkgewer wat lid van die werkgewersorganisasie is, in diens tree.

(v) Geen werkgewer kan van sy bestuurder vereis om goedere te laai of af te laai nie.

(vi) Hierdie klousule is nie gedurende die eerste jaar na sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van die begin van sy diensneming in die nywerheid weier om op versoek van die betrokke vakvereniging lid daarvan te word, hierdie klousule onmiddellik van toepassing word.

(2) *Beëindiging van dienskontrak.*—(i) 'n Werkgewer of werknemer, behalwe 'n los werknemer, moet vir beëindiging van die dienskontrak minstens een week skriftelik diensopsegging gee of in plaas daarvan 'n bedrag betaal of verbeur wat gelyk is aan die weeklikse besoldiging wat die werknemer gedurende die week onmiddellik voor beëindiging van sy dienskontrak ontvang het; met dien verstande dat dit nie op onderstaande inbreuk maak nie:—

(*a*) 'n Werkgewer of werknemer se reg om die dienskontrak om enige wetlik as voldoende erkende oorsaak sonder diensopsegging te beëindig.

(*b*) 'n ooreenkoms tussen werkgewer en werknemer wat vir 'n diensopseggingstermyn van gelyke duur vir albei partye en vir langer aan een week voorsiening maak;

voorts met dien verstande dat as 'n ooreenkoms kragtens paragraaf (*b*) aangegaan is, die betaling of verbeuring in plaas van diensopsegging in verhouding moet wees tot die termyn soos ooreengekom.

(ii) Nòg jaarlikse verlof nòg siekteverlof mag met die termyn van diensopsegging saamval.

15. Vrystellings deur Nywerheidsraad.

(1) As by hom aansoek gedoen word, kan die Raad weens enige goeie rede wat aangetoon word, 'n party by hierdie Ooreenkoms van nakoming van enige bepaling van hierdie Ooreenkoms vrystel; met dien verstande dat 'n persoon wat deur 'n vrystelling nadelig geraak word, die reg het om drie dae voor die aansoek gehoor word, skriftelik beswaar in te dien, of om binne sewe dae na die Raad se besluit gepubliseer is, 'n aansoek om hersiening van die Raad se besluit in te dien.

(2) Die Raad moet ten opsigte van 'n persoon aan wie kragtens klousule 15 (1) vrystelling verleen word, die voorwaardes waarop sulke vrystelling van krag is, vasstel; met dien verstande dat die Raad na goeddunke, na aan die betrokke persoon een week skriftelike kennis gegee is, 'n vrystellingsertifikaat kan intrek, of die termyn waarvoor vrystelling verleen is, verloop het of nie.

(3) Die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat wat deur die Voorsitter en die Sekretaris van die Raad onderteken is, uitreik; die sertifikaat moet die volgende vermeld:—

(i) Naam van die betrokke persoon voluit;
(ii) vermelding van vak;
(iii) bepalings van die Ooreenkoms waarvan vrystelling verleen word;
(iv) termyn waarvoor die vrystelling van krag is;
(v) datum van uitreiking;
(vi) voorwaardes waarop vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

(i) 'n afskrif van die sertifikaat wat uitgereik word, behou en elke sertifikaat in volgorde nommer;
(ii) aan die werkgewer 'n afskrif van die sertifikaat wat aan 'n werknemer uitgereik word, stuur.

(5) Die persoon aan wie 'n sertifikaat uitgereik is, moet dit op 'n opvallende plek in sy besigheidspersele vertoon hou.

16. Uitgawes van die Raad.

In die uitgawes van die Raad moet op die volgende manier voorsien word:—

(i) Alle werkgewers moet van die loon van elke bestuurder, behalwe 'n los bestuurder, in sy diens 1s. 3d. per week aftrek. By die bedrag aldus afgetrek, moet alle werkgewers 'n gelyke bedrag voeg en die totale bedrag voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Portland Place 210/215, Jorissenstraat 37, Braamfontein, Johannesburg, stuur; en

(ii) alle werkgewers moet van die loon van elke voertuigbediende, behalwe 'n los voertuigbediende, 1d. per week aftrek. By die bedrag aldus afgetrek moet alle werkgewers 'n gelyke bedrag voeg en die totale bedrag voor of op die 15de van elke maand aan die Sekretaris van die Raad, Portland Place 210/215, Jorissenstraat 37, Braamfontein, Johannesburg, stuur; en

(iii) owner-drivers shall pay 1s. 3d. per week in respect of themselves as drivers and/or owners;

(iv) each employer shall, when remitting the amount payable in terms of sub-section (1) (ii) and (iii) submit a return to the Council in the form of Annexure D, setting out the names of each employee employed during that month.

17. TRADE UNION DUES.

(i) Every employer shall deduct from the wages of each of his motor vehicle driver's weekly wage the amount of trade union dues payable to the trade union.

(ii) Every employer shall transmit such amount deducted in terms of this clause, together with the employee's membership card number and the name, not later than the 15th day of each month to the Secretary of the Council, 210/215 Portland Place, 37 Jorissen Street, Braamfontein, Johannesburg, in the form of Annexure E.

(iii) The Secretary of the Council shall before the 25th day of each month in a like manner transmit to the trade union the total trade union dues received by him.

18. EMPLOYERS' ASSOCIATION SUBSCRIPTIONS.

(1) Subscriptions to the employers' association which become due subsequent to the date upon which this Agreement comes into effect, shall be paid to the Industrial Council by those employers who are members of the employers' association.

(2) Upon notification by the Industrial Council, employers shall forward, upon due date, to the secretary of the Council, such amounts as are due by them as subscriptions to the employers' association.

(3) The Secretary of the Council shall, not later than the 25th day of each month, transmit in full the total amount received by him, as under clause 18 (1), to the employers' association concerned.

19. AGENTS TO THE COUNCIL.

(1) The Council shall appoint one or more persons as agents to the Council to assist in giving effect to the terms of this Agreement:—

(i) An agent after having disclosed his identity and produced his authority may enter any establishment or board any stationary motor vehicle, may question any employee and employer and inspect any records, seize any book or thing; provided that he shall issue a receipt for any book or thing so seized. He shall also satisfy himself that the terms of this Agreement are observed by the contracting parties; and

(ii) he shall carry out all instructions given him by the Council.

20. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL.

Employees' representatives on the Council shall be given every facility by their employers to attend to their duties in conection with the work of the Council.

21. INTERPRETATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and issue rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

22. EXHIBITION OF AGREEMENT AND NOTICES.

(1) Every employer shall affix and keep affixed in a conspicuous place in the premises in which his motor vehicles are garaged and at the usual place of the payment of wages, readily accessible to his employees, a legible copy of this Agreement *in toto*, and in both official languages and in the form prescribed in the regulations under the Act.

(2) Every employer shall affix and keep affixed in a like manner a notice specifying the day of the week and time and place at which wages will ordinarily be paid weekly. If the wages are paid at more than one place, the notice shall specify such places.

(3) The owner of any vehicle used in the Motor Transport Undertaking within the jurisdiction of the Industrial Council shall have his name and address legibly painted on the outside of such vehicle for identification purposes.

23. PROHIBITION OF EMPLOYMENT OF PERSONS UNDER THE AGE OF FIFTEEN YEARS.

An employer shall not employ any person under the age of fifteen (15) years.

Made and entered into at Johannesburg this 8th day of April, 1953.

D. J. DU PLESSIS,
Chairman of the Council.

S. J. DE JONGH,
Vice-Chairman of the Council.

J. J. WEDDERBURN,
Secretary of the Council.

(iii) eienaarbestuurders moet per week 1s. 3d. ten opsigte van hulself as bestuurders en/of eienaars betaal;

(iv) elke werkgewer moet by die opstuur van die bedrag wat kragtens subklousules (i), (ii) en (iii) betaalbaar is, aan die Raad 'n opgawe in die vorm van Aanhangsel D stuur, waarop die name van alle werknemers wat gedurende dié maand in diens was, vermeld word.

17. VAKVERENIGINGSBYDRAES.

(i) Elke werkgewer moet van elke van sy motorvoertuigbestuurders se weekloon die bydrae wat aan die vakvereniging verskuldig is, aftrek.

(ii) Elke werkgewer moet die bedrag kragtens hierdie klousule afgetrek, tesaam met die werknemer se lidmaatskapkaartnommer en die naam, voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Portland Place 210/215, Jorissenstraat, Braamfontein, Johannesburg, stuur in die vorm van Aanhangel E.

(iii) Die Sekretaris van die Raad moet voor die 25ste van elke maand op dieselfde manier die vakverenigingbydraes wat hy ontvang het, aan die Sekretaris van die vakvereniging stuur.

18. WERKGEWERSORGANISASIEBYDRAES.

(1) Bydraes aan die werkgewersorganisasie wat verskuldig word na inwerkingtreding van hierdie Ooreenkoms, moet deur werkgewers wat lid van die werkgewersorganisasie is aan die Nywerheidsraad betaal word.

(2) Na kennisgewing deur die Nywerheidsraad, moet werkgewers op die vervaldag hulle bydraes wat aan die werkgewersorganisasie verskuldig is, aan die Sekretaris van die Raad stuur.

(3) Die Sekretaris van die Raad moet voor of op die 25ste dag van elke maand die volle bedrag wat hy kragtens klousule 18 (1) ontvang het, aan die betrokke werkgewersorganisasie opstuur.

19. AGENTE VAN DIE RAAD.

(1) Die Raad moet een of meer persone aanstel om as agente die Raad behulpsaam te wees by die toepassing van hierdie Ooreenkoms:—

(i) Na 'n agent sy identiteit kenbaar gemaak en sy magtiging voorgelê het, kan hy enige inrigting betree, stilstaande motorvoertuig beklim, werknemer en werkgewer ondervra en aantekenings ondersoek en enige boek of voorwerp saamvat op voorwaarde dat hy vir 'n boek of voorwerp wat hy aldus saamvat 'n ontvangsbewys uitreik. Hy moet homself ook oortuig dat hierdie Ooreenkoms deur die partye by die kontrak nagekom word; en

(ii) hy moet alle opdragte wat die Raad hom gee, uitvoer.

20. WERKNEMERSVERTEENWOORDIGERS OP DIE RAAD.

Werknemersverteenwoordigers op die Raad moet deur hul werkgewers alle fasiliteite verleen word om hul pligte in verband met die Raad se werk na te kom.

21. VERTOLKING VAN OOREENKOMS.

Die Raad is vir die toepasisng van hierdie Ooreenkoms verantwoordelik en moet vir die leiding van werkgewers en werknemers reëls uitvaardig wat nie met die bepalings hiervan strydig is nie.

22. VERTONING VAN OOREENKOMS EN KENNISGEWINGS.

(1) Elke werkgewer moet op 'n opvallende plek in die persele waarin sy motorvoertuie gebêre word en op die gewone plek vir uitbetaling van lone, maklik toeganklik vir sy werknemers, 'n leesbare afskryf van hierdie Ooreenkoms in sy geheel, in beide amptelike tale, en in die vorm soos kragtens die regulasies ingevolge die Wet voorgeskryf, vertoon hou.

(2) Elke werkgewer moet op dieselfde manier 'n kennisgewing wat die dag van die week en die tyd en plek waar lone gewoonlik uitgetaal sal word, vermeld, vertoon hou. As lone op meer as een plek uitbetaal word, moet die kennisgewing sulke plekke vermeld.

(3) Elke werkgewer moet op 'n duidelike plek aan die buitekant van elke motorvoertuig wat deur hom by die Raad geregistreer is, die registrasieplaatjie wat vir identifikasiedoeleindes aan hom uitgereik is, bevestig hou.

23. VERBOD OP INDIENSNEMING VAN PERSONE ONDER VYFTIENJARIGE OUDERDOM.

Geen werkgewer mag enige persoon onder die ouderdom van 15 (vyftien) jaar in diens hê nie.

Op hede die 8ste dag van April 1953 in Johannesburg ooreengekom.

D. J. DU PLESSIS,
Voorsitter van die Raad.

S. J. DE JONGH,
Ondervoorsitter van die Raad.

J. J. WEDDERBURN,
Sekretaris van die Raad.

Annexure/*Aanhangsel* **A.**

INDUSTRIAL COUNCIL
FOR THE MOTOR TRANSPORT
UNDERTAKING (GOODS)
(WITWATERSRAND)

NYWERHEIDSRAAD
VIR DIE VERVOERONDERNEMING
(GOEDERE)
(WITWATERSRAND)

Telephone 44–1484, Exts. 11, 12, 13.

Telefoon 44–1484, Verl. 11, 12, 13.

210–215 Portland Place, 37 Jorissen Street/-*straat*, Braamfontein.

APPLICATION FOR REGISTRATION IN THE INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS) (WITWATERSRAND).

VERSOEK OM REGISTRASIE BY DIE NYWERHEIDSRAAD VIR DIE MOTORVERVOERBEDRYF (GOEDERE) (WITWATERSRAND).

Date/*Datum*_____

Employer's Name (Block Letters)
*Naam van werkgewer (blokletters)*_____
Trade Name of Business
*Handelsnaam van die besigheid*_____
Address of Business
*Adres van besigheid*_____

Vehicles Used and Registration Nos. *Voertuie in gebruik en registrasie Nos.* Trucks/*Trokke.*	Unladen Weight. *Gewig sonder vrag.*	Transportation Certificate No. *Vervoersertifikaatnommers.*

Trailers/*Sleepwaens.*	Unladen Weight. *Gewig sonder vrag.*	Transportation Certificate No. *Vervoersertifikaatnommers.*

Mechanical Horses/*Ponies.*	Unladen Weight. *Gewig sonder vrag.*	Transportation Certificate No. *Vervoersertifikaatnommers.*

Names of Drivers. *Name van bestuurders.* (Block Letters/*Blokletters.*)	Union Card No. *Vakvereniging-kaartnommer.*	Wage. *Loon.*	Cost of Living. *Lewenskoste.*	Addresses of Drivers. *Adresse van bestuurders.*

Names of Vehicle Attendants. *Name van voertuigbediendes.* (Block letters/*Blokletters.*)	Wage. *Loon.*	Cost of Living. *Lewenskoste.*	Pass Number. *Pasnommer.*

In the event of any of the above vehicles being replaced or additional vehicles brought into use, or the above drivers and/or vehicle attendants being replaced or added to, such information shall be forwarded to the Secretary of the Council, 210–215 Portland Place, 37 Jorissen Street, Braamfontein, within seven days of such alteration.

Ingeval enige van bogenoemde voertuie vervang word, of bykomende voertuie in gebruik geneem word, of bogenoemde bestuurders en/of voertuigbediendes vervang of die getal vermeerder word, moet sulke inligting binne sewe dae na die verandering aan die Sekretaris van die Raad, Portland Place 210–215, Jorissenstraat 37, Braamfontein, verstrek word.

_____
Signature of Employer/*Handtekening van werkgewer.*

Annexure/*Aanhangsel* **B.**

INDUSTRIAL COUNCIL
FOR THE MOTOR TRANSPORT
UNDERTAKING (GOODS).

NYWERHEIDSRAAD
VIR DIE VERVOERONDERNEMING
(GOEDERE).

Telephone 44–2181.

Telefoon 44–2181.

210–215 Portland Place, 37 Jorissen Street/-*straat*, Braamfontein.

NOTICE OF CHANGE OF EMPLOYEES.
KENNISGEWING VAN VERANDERING VAN WERKNEMERS.

(To be sent to the Secretary of the Council/*Moet aan die Sekretaris van die Raad gestuur word.*)

Employer's Name
Naam van werkgewer.....
Name of Business
Naam van besigheid.....
Address of Business
Adres van besigheid.....

Name of Employee Driver. *Naam van werknemerbestuurder.*	Date Engaged. *Datum van indiensneming.*	Date of Termination. *Datum van diensbeëindiging.*	Reasons for Termination. *Rede vir diensbeëindiging.*

Name of Vehicle Attendant. *Naam van voertuigbediende.*	Date Engaged. *Datum van indiensneming.*	Date of Termination. *Datum van diensbeëindiging.*	Reasons for Termination. *Rede vir diensbeëindiging.*

Name of Employee Driver. *Naam van werkgewerbestuurder.*	Date Engaged. *Datum van indiensneming.*	Name of Last Employer. *Naam van vorige werkgewer.*	Reasons for Leaving. *Rede vir diensbeëindiging.*

Number and date of (Certificate of Service) (Termination of Contract) as issued by previous employer
Nommer en datum van (Dienssertifikaat) (Kontrakbeëindiging) soos deur vorige werkgewer uitgereik.....

Date
Datum.....

Signature of Employer/*Handtekening van werkgewer.*

Annexure/*Aanhangsel* C.

INDUSTRIAL COUNCIL
FOR THE MOTOR TRANSPORT
UNDERTAKING (GOODS)
(WITWATERSRAND).

NYWERHEIDSRAAD
VIR DIE VERVOERONDERNEMING
(GOEDERE)
(WITWATERSRAND).

Telephone 44–2181.

Telefoon 44–2181.

210 Portland Place, 37 Jorissen Street/-*straat*, Braamfontein.

CERTIFICATE OF SERVICE.—*DIENSSERTIFIKAAT.*

Date
Datum _____

Employer's Name
Naam van werkgewer _____

Business Name
Naam van besigheid _____

Business Address
Adres van besigheid _____

Driver's Name
Bestuurder se naam _____

Driver's Address
Bestuurder se adres _____

Union Card No.
Nommer van vakverenigingkaart _____

Date commenced Service
Datum van diensaanvaarding _____

Date terminated Service
Datum van diensbeëindiging _____

Wages Paid (excluding Cost of Living)
Lone betaal (sonder lewenskoste) _____

Vehicle Attendant's Name
Voertuigbediende se naam _____

Vehicle Attendant's Pass No.
Voertuigbediende se pasnommer _____

Vehicle Attendant's Address (if known)
Voertuigbediende se adres (indien bekend) _____

Date commenced Service
Datum van diensaanvaarding _____

Date terminated Service
Datum van diensbeëindiging _____

Wages Paid (excluding Cost of Living)
Lone betaal (sonder lewenskoste) _____

_____
Employer's Signature/*Handtekening van werkgewer.*

(*a*) Original to be handed to Employee.
(*b*) Duplicate to be kept by Employer.
(*c*) Copy to be forwarded to the Secretary of the Industrial Council, 210 Portland Place, 37 Jorissen Street, Braamfontein, within three days.

(*a*) Oorspronklike moet aan werknemer oorhandig word.
(*b*) Duplikaat moet deur die werkgewer gehou word.
(*c*) Afskrif moet binne drie dae aan die Sekretaris van die Raad, Portland Place 210, Jorissenstraat 37, Braamfontein, gestuur word.

Annexure/*Aanhangsel* D.

INDUSTRIAL COUNCIL
FOR THE MOTOR TRANSPORT
UNDERTAKING (GOODS)
(WITWATERSRAND).

NYWERHEIDSRAAD
VIR DIE VERVOERONDERNEMING
(GOEDERE)
(WITWATERSRAND).

Telephone 44–2181.

Telefoon 44–2181.

210 Portland Place, 37 Jorissen Street/-*straat*, Braamfontein.

RETURN OF LEVIES DUE TO THE INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS) (WITWATERSRAND).

OPGAWE VAN HEFFINGS AAN DIE NYWERHEIDSRAAD VIR DIE MOTORVERVOERBEDRYF (GOEDERE) (WITWATERSRAND) VERSKULDIG.

For the month/s of
Vir die maand/e.....

Name of Employer or Owner-driver
Naam van werkgewer of werkgewerbestuurder.....
Name of Business
Naam van besigheid.....
Address of Business
Adres van besigheid.....

1. Name of Employee. *Naam van werknemer.*	2. Occupation. *Vak.*	3. Commencement. *Aanvang.*	4. Termination. *Beëindiging.*	5. Sick Leave. *Siekte verlof.*	6. Death Levy. *Doodsheffing.*	7. Levies. *Heffings.*	8. Amount. *Bedrag.*
	Employer's Contribution (Levies only) *Werkgewer se bydrae (Slegs heffings)*.....						
	TOTAL AMOUNT TOTALE BEDRAG.....£						

Date
Datum.....

Signature of Employer/*Handtekening van werkgewer.*

N.B.—LEVIES:—

(i) Count the number of Fridays in the month and then reckon each Friday as a week.
(ii) For each week each Driver in your employ pays 1s. 3d.
(iii) For each week each Vehicle Attendant in your employ pays 1d.
(iv) Owner-drivers pay 1s. 3d. per week for themselves.
(v) In column (3) the date of commencement of employment for a new employee must be shown.
(vi) In column (4) the date of termination of employment of the employee must be shown.
(vii) *Death Levy.*—As prescribed from time to time.
(viii) *Sick Leave.*—One day's pay for each completed month of service per driver.

Let Wel.—HEFFINGS:—

(i) Tel die Vrydae in die maand en reken dan elke Vrydag as een week.
(ii) Elke bestuurder in u diens betaal vir elke week 1s. 3d.
(iii) Elke voertuigbediende in u diens betaal vir elke week 1d.
(iv) Werkgewerbestuurders betaal elke week 1s. 3d. vir hulself.
(v) In kolom (3) moet die datum van aanvang van 'n werknemer se diens ingevul word.
(vi) In kolom (4) moet die datum van beëindiging van 'n werknemer se diens ingevul word.
(vii) *Doodsheffing.*—Soos bepaal van tyd tot tyd.
(viii) *Siekteverlof.*—Een dag se betaling vir elke voltooide maand diens per bestuurder.

Annexure/*Aanhangsel* E.

INDUSTRIAL COUNCIL
FOR THE MOTOR TRANSPORT
UNDERTAKING (GOODS)
(WITWATERSRAND).

NYWERHEIDSRAAD
VIR DIE VERVOERONDERNEMING
(GOEDERE)
(WITWATERSRAND).

Telephone 44–2181.

Telefoon 44–2181.

210–215 Portland Place, 37 Jorissen Street/-*straat*, Braamfontein.

RETURN OF TRADE UNION DUES.
OPGAWE VAN BYDRAES AAN VAKVERENIGING.
[Payable to the Industrial Council for the Motor Transport Undertaking (Goods) (Witwatersrand).]
[Moet betaal word aan die Nywerheidsraad vir die Motorvervoeronderneming (Goedere) (Witwatersrand).]

For the month/s of
Vir die maand/e.....

Name of Employer
Naam van werkgewer.....

Name of Business
Naam van besigheid.....

Address of Business
Adres van besigheid.....

Name of Driver. *Naam van bestuurder.*	Union Card No. *Nommer van vakverenigingkaart.*	Arrears. *Agterstallig.*	Current. *Lopende.*	Total. *Totaal.*

Annexure/*Aanhangsel* F.

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS) (WITWATERSRAND).
NYWERHEIDSRAAD VIR DIE VERVOERONDERNEMING (GOEDERE) (WITWATERSRAND).

Employer's Name and Address:
Naam en adres van werkgewer:

All queries regarding particulars on pay envelope or money enclosed in pay envelope must be made immediately to the person paying out, or to the Industrial Council within seven days.
Alle navrae aangaande besonderhede op betaalkoevert of geld daarin moet onmiddellik by die betaalmeester gemaak word, of binne sewe dae by die Nywerheidsraad.

Employee's Name/*Naam van werknemer*
Occupation/*Beroep*
Week Ending/*Week eindigende*

			£	s.	d.
Wages/*Salaris*		Hrs./*Ure*			
C.O.L.A./*L.K.T.*		"			
Overtime/*Oortyd*		"			
Sunday and Holiday Time *Sondae en vakansiedae*		"			
Subsistence/*Onderhoudstoelae*					
Leave Pay/*Verlofgeld*					
TOTAL AMOUNT DUE / TOTALE BEDRAG VERSKULDIG					
Less Deductions/Min *kortings:*					
Unemployment Insurance *Werkloosheidversekering*					
Industrial Council Levy *Nywerheidsraadheffings*					
Trade Union Dues/*Vakverenigingsbydrae*					
Insurance/*Assuransie*					
Board and Lodging/*Losies en inwoning*					
Staff Advances/*Personeelvoorskotte*					
TOTAL DEDUCTIONS / TOTALE KORTINGS					
AMOUNT ENCLOSED (Cash) / BEDRAG INGESLUIT (*Kontant*)					

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